



OFFICE OF THE TOWN CLERK

6591 ORANGE DRIVE • DAVIE, FLORIDA 33314-3399
PHONE: 954.797.1023 • FAX: 954.797.1087 • WWW.DAVIE-FL.GOV

Town Council Agenda Report

TO: Mayor and Councilmembers

FROM: Russell C. Muniz, MBA, CMC,
Acting Assistant Town Administrator

SUBJECT: Resolution

AFFECTED DISTRICT: Town-wide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEOWEB CONSULT SERVICES FOR DISTRICT BOUNDARY REVIEW CONSULTANT SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: Section 7(A)(2)(a) of the Town's Charter requires that the district boundaries be reviewed when a single annexation causes the Town's population to increase by 5% or more. The 2000 United States Census statistics indicate that the Town's population was 75,720. The recent annexation of the Pine Island Ridge community has introduced more than 6,000 residents into the Town, thereby resulting in a required review of the Town's district boundaries. An RFQ was let by the Town on May 2, 2006 and sent to 6 firms. It was also advertised in a local newspaper and on the internet.

Only one firm responded to the RFQ, Geoweb Consult Services. I am confident that they can perform the work in an efficient manner as one of the principals have assisted the Town in previous redistricting efforts in 1991, 1994, 1997, and 1999 in connection with Florida Atlantic University's Department of Urban and Regional Planning.

PREVIOUS ACTIONS: Although Council has performed district boundary reviews in 1991, 1994, 1997, and 1999, this will be the first time that a contract is executed for these services.

CONCURRENCES: N/A

FISCAL IMPACT: \$11,910 from Contractual Services – 001-0324-513-0306

RECOMMENDATION(S): Motion to approve the resolution.
ATTACHMENT(S): Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH GEOWEB CONSULT SERVICES FOR DISTRICT BOUNDARY REVIEW CONSULTANT SERVICES, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 7(A)(2)(a) of the Town's Charter requires that the district boundaries be reviewed when a single annexation causes the Town's population to increase by 5% or more; and

WHEREAS, the 2000 United States Census Bureau statistics indicate that the Town's population was 75,720; and

WHEREAS, the recent annexation of the Pine Island Ridge community has introduced more than 6,000 residents into the Town; and

WHEREAS, the Town believes it to be in the public interest to utilize the services of a consultant to assist with data collection, data analysis, and carefully selected recommendations to devise the most equitable Town districts.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

Section 1. The Town of Davie hereby approves the selection of Geoweb Consult Services and authorizes the Mayor to execute an agreement with said firm.

Section 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

Municipal Boundary Study Project Contract

BETWEEN the Town of Davie, Florida
AND GEOWeb Consult Services

THIS CONTRACT is between Town of Davie, whose address is 6591 Orange Drive, Davie, Florida 33314 (hereinafter referred to as (“town”) and GEOWeb Consult Services, a Florida sole proprietorship, authorized to do business in Florida (hereinafter referred to as “GEOWeb”). In consideration of the mutual terms and promises set forth below, the town and GEOWeb agree as follows:

1. Services

GEOWeb's responsibility under this Contract is to provide a Municipal Boundary Study, and professional services as further stated and described in the town's RFP document #B-06-85 entitled “Municipal Boundary Study” dated May 2, 2006, and the GEOWeb RFP response dated June 1, 2006, which is hereby made a part of this Contract, as was submitted to the town in response to the town's RFP #B-06-85. The town's representative/liaison during the performance of this Contract shall be Russell Muniz, Acting Assistant Town Administrator, Administration Department, 954-797-1023, or designee.

GEOWeb's representative/liaison during the performance of this Contract shall be Karen Volarich, President, telephone number (561) 906-4482.

2. Payments

GEOWeb will bill the town for the delivered study services rendered toward the completion of the work listed in the above referenced RFP and RFP response at the rates listed in said response. Payments shall be authorized at the completion of each stage of the contract. Invoice shall be submitted to:

Town of Davie
ATTN: Russell Muniz
Acting Assistant Town Administrator
6591 Orange Drive
Davie, Florida 33314

Invoices received from GEOWeb pursuant to this Contract will be reviewed and approved by the town's representative, indicating that products have been delivered, and/or professional services have been rendered in conformity with the Contract, and then will be sent to the Accounts Payable Department for payment. Invoices will generally be paid within thirty (30) days following the town representative's approval.

Final Invoice: In order for both parties herein to close their books and records, GEOWeb will clearly state "final invoice" on GEOWeb's final/last billing to the town. This certifies that all services have been properly performed and all charges and costs have been invoiced to the town. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by GEOWeb.

3. Initial Contract Period

The initial contract period shall begin with the issuance of a purchase order.

4. Access and Audits

GEOWeb shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at GEOWeb's place of business.

5. Truth-In-Negotiation Certificate

Signature of this Contract by GEOWeb shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged GEOWeb's most favored customer for the same or substantially similar service. The said rates and costs shall be adjusted to exclude any significant sums should the town determine that the rates and costs were increased due to inaccurate, incomplete or concurrent wage rates or due to inaccurate presentation of fees paid to outside contractors. The town shall exercise its rights under this clause within three (3) years following final payment.

6. Insurance Requirements

GEOWeb agrees to maintain, on a primary basis and at its sole expense, at all times during the life of this contract the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as the town's review or acceptance of insurance maintained by Contractor, is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Automobile Liability: Contractor agrees to maintain Automobile Liability at a limit of liability not less than \$100,000 Each Occurrence. Coverage shall include liability for Owned, Non- Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non- Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Worker's Compensation Insurance to apply for all employees in compliance with the Worker's Compensation Insurance law of the State of Florida and all applicable Federal laws. Such policy must include Employer's Liability insurance in the amount of \$500,000 for each accident, \$500,000.00 disease (policy limit), and \$100,000.00 disease (each employee).

7. Patents and Royalties:

GEOWeb, without exception, shall indemnify and save harmless the town and its employees from liability of any kind including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article of manufacture or lot and any article used in the performance of the contract, including its use by the town. If GEOWeb uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed, and understood without exception that the proposal prices shall include all royalties or cost arising from the use of each design, device or materials in any way involved in the work.

8. Contract Continuity/Transitional Period:

In the event the services are scheduled to end either by contract expiration or by termination by the town (at the town's discretion), it shall be incumbent upon GEOWeb to continue the service, if requested by the town, until new services can be completely operational. At no time shall this transitional period extend more than ninety (90) days beyond the expiration date of the existing contract. GEOWeb will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the town.

9. Contracts Overlapping Fiscal Years:

When a contract's terms extends beyond the fiscal year in which the contract commences, the town will issue a new Purchase Order to cover its needs for the balance of the fiscal year and a new purchase order will be issued to correspond with the remaining months of the contract that extends into the next fiscal year. Issuance of a new Purchase Order shall be subject to the availability of budgeted funds.

10. Termination For Cause

If, through any cause, GEOWeb shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if GEOWeb shall violate any of the provisions of this Contract, the town may, upon a three (3) day written notice to GEOWeb, immediately

terminate the right of GEOWeb to proceed under this Contract or with such part or parts of the Contract as to which there has been default, and may hold GEOWeb liable for any damages caused to the town by reason of such default and termination. In the event of such termination, any completed services performed by GEOWeb under this Contract shall, at the option of the town, become the town's property and GEOWeb shall be entitled to receive equitable compensation for any work completed to the satisfaction of the town, less any amounts which the town reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by GEOWeb. GEOWeb, however, shall not thereby be relieved of liability to the town for damages sustained by the town by reason of any breach of the Contract by GEOWeb, and the town may withhold any payments to GEOWeb for the purpose of set off until such time as the amount of damages can be determined. GEOWeb shall not be held liable for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the town from terminating this Contract because of such delay. In no event shall the town pay for profit or overhead on work not performed.

11. Termination For Convenience

This Contract may be terminated by the town without cause upon thirty (30) day written notice to GEOWeb. In the event of such a termination without cause, GEOWeb shall be compensated for all services, together with reimbursable expenses incurred. In such event, GEOWeb shall promptly submit to the town its invoice for final payment and reimbursement under the terms of this Contract.

12. Indemnification

GEOWeb shall indemnify and save harmless and defend the town, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of GEOWeb, its agents, servants, or employees in the performance of services under this Contract.

GEOWeb further agrees to indemnify, save harmless and defend the town, its agents, servants and employees from and against any claim, demand or cause of action whatsoever kind or nature arising out of any conduct or misconduct of GEOWeb not included in the paragraph above and for which the town, its agents, servants or employees are alleged to be liable.

13. Sovereign Immunity Rights

Town is a political subdivision as defined in Chapter 768.28 of the Florida Statutes and as such, each party agrees that nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the Town to be sued by third parties in any matter arising out of this Agreement or any other contract.

14. Independent Contractor

GEOWeb is an independent contractor under this Contract. Personal services provided by GEOWeb shall be by employees of GEOWeb and subject to supervision by GEOWeb, and are not officers, employees, or agents of the town. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of GEOWeb.

15. Authority to Practice

GEOWeb hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the town's representative upon request.

16. Severability

If any term or provision of this Contract or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

17. Governing Law/Jurisdiction/Venue

The Contract shall be construed in accordance with and governed by the law of the State of Florida. The parties agree to Jurisdiction for any action arising out of or relating to this Contract in any Florida state or federal court. Venue for any action arising out of or relating to this Contract shall lie in Broward County, Florida.

18. Successors and Assigns

The town and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. GEOWeb shall not assign this Contract without written consent of the town.

19. Conflict of Interest

GEOWeb represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Section 112.311, Florida Statutes. GEOWeb further represents that no person having any interest shall be employed for said performance.

GEOWeb shall promptly notify the town's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstances, which may influence or appear to influence GEOWeb's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that GEOWeb may undertake and request an opinion of the town as to whether the association, interest or circumstance would, in the opinion of the town, constitute a conflict of interest if entered into by GEOWeb. The town agrees to notify GEOWeb of its opinion by certified mail within thirty (30) days of receipt of notification by GEOWeb. If, in the opinion of the town, the prospective business association, interest or circumstance would not constitute a conflict of interest by GEOWeb, the town shall so state in the notification and GEOWeb shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the town by GEOWeb under the terms of this Contract. Conversely, if, in the opinion of the Town the prospective business association, interest, or circumstance would constitute a conflict of interest by GEOWeb, GEOWeb, shall not enter into said association, interest, or circumstance.

20. Contingent Fees

GEOWeb warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GEOWeb to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for GEOWeb, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

21. Nondiscrimination

GEOWeb warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

22. Public Entity Crimes

As provided in Sections 287.132 and 287.133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, GEOWeb certifies that it, its affiliates, suppliers, subcontractors and Contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

23. Modifications of Work

The town reserves the right to make changes in Scope of Services, including alterations, reductions therein or additions thereto. Upon receipt by GEOWeb of the town's notification of a contemplated change, GEOWeb shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the town of any estimated change in the complete date, and (3) advise the town if the contemplated change shall effect GEOWeb's ability to meet the completion dates or schedules of this Contract. The parties agree to negotiate in good faith changes in the Scope of Services that may occur.

If the town so instructs in writing, GEOWeb shall suspend work on that portion of the Scope of Services affected by a contemplated change, pending the town's decision to proceed with the change.

If the town elects to make the change, the town shall initiate a Contract Amendment and GEOWeb shall not commence work on any such change until such written amendment is executed by the parties hereto with the same formality as the original.

24. Notice

All written notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the town, shall be mailed to:

Town of Davie
ATTN: Russell Muniz
Acting Assistant Town Administrator
6591 Orange Drive
Davie, Florida 33314

and if sent to GEOWeb Consult Services, shall be mailed to:

GEOWeb Consult Services
Attn: Karen Volarich
Address: 117 South Seacrest Boulevard
Boynton Beach, FL 33435

25. Entirety of Contract

The town and GEOWeb agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto with the same formality as the original.

IN WITNESS WHEREOF, the Town of Davie enters this Contract in accordance with and as authorized by

_____ action on _____, 2006.

Signature – Town of Davie
Tom Truex
Mayor

Signature–GEOWeb Consult Services
Karen Volarich
President

Date

Date

Signature – Town of Davie
Russell Muniz
Acting Assistant Town Administrator

Date